

TERMS & CONDITIONS

These standard terms and conditions, any quotation/confirmation of sale/invoice issued by Seller and all documents referenced herein (collectively "Terms and Conditions"), shall govern the sale of goods ("Goods") by Nobelus, LLC ("Nobleus" or "Seller") to the person or business entity buying such Goods ("Buyer"). Buyer and Seller are, individually, referred to as a "Party" and, collectively as the "Parties". These Terms and Conditions are incorporated into each and every Purchase Order received from Buyer which may establish, in addition to these Terms and Conditions, essential commercial terms not in conflict with these Terms and Conditions. In the event of any conflicting provisions in any other document received from Buyer, these Terms and Conditions shall control and Seller shall proceed with the sale under the assumption that these Terms and Conditions are the sole terms and conditions binding on the Parties. Buyer and Seller expressly agree that Seller may modify these Terms and Conditions from time to time without notice, and such modifications shall be binding upon Buyer. Accordingly, each request for quote, order, acceptance of Goods and/or payment to Seller by Buyer shall be deemed an acknowledgment and acceptance by Buyer of these Terms and Conditions as then in effect. These Terms and Conditions, as may be subsequently modified by Seller from time to time without notice, are incorporated by reference into all documents issued by Seller to Buyer in connection with the sale and/or provision of Goods.

INSPECTION OF GOODS/NONCONFORMING GOODS Any shipment damage must be reported to Nobelus in writing within three (3) business days of receipt of such Goods. Signed freight documents noting any damage must accompany all claims involving damage. Nobelus will not be responsible for shipment damage relating to orders not accompanied by a written freight document noting such damage.

Buyer shall inspect all Goods received under these Terms and Conditions within sixty (60) days of receipt of such Goods ("Inspection Period") and either: (1) accept such Goods; (2) request a return of Nonconforming Goods pursuant to the terms of this section; (3) request a return authorization pursuant to the Consumables – Manufacturing Defect Policy referenced below or the Consumables – Unwanted Goods Policy referenced below (collectively referred to as the "Consumables

Return Policies"); or (4) request warranty service under the Equipment Warranty Policies referenced below. "**Nonconforming Goods**" means only the following: (i) Goods shipped are different than identified in Buyer's order; or (ii) Goods' label or packaging incorrectly identifies its contents.

If Buyer notifies Seller of any Nonconforming Goods within sixty (60) days from the date of shipment of the Goods, Seller shall determine, in its reasonable discretion, whether the Goods are Nonconforming Goods. If Seller determines that such Goods are Nonconforming Goods, Seller shall, in its sole discretion, either replace such Nonconforming Goods with conforming Goods or credit the price for such Nonconforming Goods in connection therewith. Buyer shall ship, at Seller's expense and risk of loss, all Nonconforming Goods to Seller as Seller may instruct Buyer in writing. Nonconforming Goods must be received by Nobelus in their original packaging, unused, and in 100% re-sellable condition within sixty (60) days of the invoice date. If Buyer notifies Seller of any Nonconforming Goods in writing within sixty (60) days from the date of shipment of the Goods and Seller determines that such Goods are Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit the price for such Nonconforming Goods in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility as directed by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship the replaced Goods to Buyer, at Seller's expense and risk of loss.

Buyer will be deemed to have accepted Goods unless it provides Seller with one of the following within the Inspection Period: (1) written notice that the Goods are Nonconforming Goods; (2) a written request for a return authorization pursuant to the terms of the Consumables Return Policies; or (3) a written request for warranty service pursuant to the terms of the Equipment Warranty Policies. All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Goods shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective.

THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING GOODS. Except as provided under these Terms & Conditions, Buyer has no right to return Goods shipped to Buyer.

LIMITED WARRANTIES Nobelus provides specific limited warranties on certain Goods, the terms and conditions of which can be found here: [The FM306 Nobelus](#)

[Standard One Year New Equipment Warranty, FM306A Nobelus Standard 180 Day Pre-Owned Equipment Warranty](#) and [FM306BC Nobelus Standard 90 Day Pre-Owned Equipment Warranty](#) (COLLECTIVELY, "EQUIPMENT WARRANTY POLICIES") SET FORTH BUYER'S SOLE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTIES SET FORTH IN THE EQUIPMENT WARRANTY POLICIES.

CONSUMABLE GOODS RETURN POLICY - MANUFACTURING DEFECTS

("Consumables - Manufacturing Defect Policy") Nobelus will provide credit for any laminate or film Good ("Consumable Good") that has a defect in manufacturing so long as the serial number/batch number, Buyer name, and a copy of the return authorization issued by Nobelus personnel are clearly attached to the Consumable Good's packaging and the defective Consumable Good is received by Nobelus within sixty (60) days of the invoice date. Once it has been determined, at the sole discretion of Nobelus, that the defect is a manufacturing defect only, Nobelus will issue a return authorization, and the Consumable Good containing a manufacturing defect can be returned at Nobelus's expense via Nobelus's desired method only. In some cases, a photo may be sufficient, and Nobelus may advise the Buyer to discard the defective Consumable Good. Items must be packaged sufficiently for safe arrival. If the Buyer requests a new unit of the Consumable Good be sent out prior to Nobelus receiving the defective Consumable Good (via above instructions), a new invoice will be created and credit will be issued upon receipt of the defective Consumable Good once the claim is deemed to be valid in the sole discretion of Nobelus.

CONSUMABLE GOODS RETURN POLICY - UNWANTED GOODS

("Consumables - Unwanted Goods Policy") Nobelus will provide credit to any Buyer for any Consumable Good that is received by Nobelus in its original packaging, unused, and in 100% re-sellable condition within sixty (60) days of the invoice date so long as the return authorization issued by Nobelus personnel accompanies the product. Consumable Goods returned under this Consumables - Unwanted Goods Policy must be delivered to Nobelus at the Buyer's expense. Once the returned Consumable Goods are received, a full credit will be issued to Buyer, minus a 15% re-stocking fee. Custom sized or non-standard sized Consumable Goods are not eligible for return under this Consumable Goods - Unwanted Goods Policy.

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; NON-RELIANCE

EXCEPT FOR THE EQUIPMENT WARRANTY POLICIES, (A) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR

WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE OF GOODS OR PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE EQUIPMENT WARRANTY POLICIES.

DISCLAIMER:

Material compliance information provided by Nobelus is based solely on documentation and information available to Nobelus from suppliers or other sources and is provided for informational purposes only. Nobelus makes no representation or warranty that any material is suitable or approved for food contact or food packaging applications. Customer is solely responsible for determining whether any product purchased from Nobelus is appropriate, safe, and compliant for Customer's intended use, including compliance with all applicable federal, state, and local laws, regulations, and industry standards governing food contact materials and food packaging in the jurisdiction where the product will be used. Nobelus disclaims any responsibility for Customer's use of the products in food-related applications. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOBELUS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FITNESS FOR FOOD CONTACT APPLICATIONS.

CANCELLATION Nobelus makes no guarantees that cancellation requests will be accepted after an order has been placed. Orders are not eligible for alterations or cancellations after they have been produced.

PAYMENTS Buyer agrees to pay all charges according to the payment terms established in each invoice, rental agreement, service agreement, purchase agreement and/or subscription agreement for Goods it acquires from Nobelus. Buyer agrees to pay interest in the amount of 5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected. Buyer shall reimburse Nobelus for

all reasonable costs incurred by Nobelus in collecting any late payments, including attorneys' fees and court costs.

PRICING Charges for all product(s) and applicable tariffs ordered through Nobelus will be at Nobelus's sole discretion and not necessarily the advertised price.

TITLE OF GOODS Title of goods shall not pass to the Buyer until full payment for all Goods supplied by Nobelus has been received.

DELAYED SHIPMENT Nobelus is not responsible for the delay of delivery by freight companies or courier. No delay in the shipment or delivery of any Goods relieves Buyer of its obligations under these Terms and Conditions, including accepting delivery of any remaining orders of Goods.

LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PRICE PAID BY BUYER FOR THE GOOD(S) THAT GAVE RISE TO ANY SUCH LIABILITY.

INSURANCE During the term of these Terms and Conditions and until title to the Goods passes to Buyer, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in an amount sufficient to pay for any potential liabilities hereunder with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from

Buyer's insurer evidencing the insurance coverage specified in these Terms and Conditions. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

COMPLIANCE WITH LAWS Buyer shall at all times comply with all statutes, laws, ordinances, regulations, rules, codes, constitutions, treaties, common laws, governmental orders, or other requirement or rule of law of any governmental authority ("Law") applicable to these Terms and Conditions, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase, use or resale of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of resale, lease, shipment, use or otherwise, that violates any Law.

WAIVER No waiver by Seller of any of the provisions of these Terms and Conditions is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

CONFIDENTIAL INFORMATION All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms and Conditions is confidential, solely for the use of performing these Terms and Conditions and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

FORCE MAJEURE No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure or delay in fulfilling or performing any term of these Terms and Conditions (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, COVID-19 and other mass health related issues, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of these Terms and Conditions; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give reasonably prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

ASSIGNMENT Buyer shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms and Conditions.

RELATIONSHIP OF THE PARTIES The relationship between the parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

NO THIRD-PARTY BENEFICIARIES These Terms and Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW All matters arising out of or relating to these Terms and Conditions is governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.

SUBMISSION TO JURISDICTION Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

NOTICES All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms and Conditions, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

TERMINATION Seller may terminate these Terms and Conditions, including any part of an order, by providing written Notice to Buyer:

- (a) if Buyer fails to pay any amount when due under these Terms and Conditions ("Payment Failure");
- (b) if Buyer is in breach of any representation, warranty or covenant of Buyer under these Terms and Conditions (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding ninety (90) days) after Buyer's receipt of written Notice of such breach;

if Buyer (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or

(iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Any termination under this Section will be effective on Buyer's receipt of Seller's written Notice of termination or such later date (if any) set forth in such Notice.

Upon the expiration or earlier termination of these Terms and Conditions, including any part of an order, all indebtedness of Buyer to Seller under these Terms and Conditions of any kind, shall become immediately due and payable to Seller, without further notice to Buyer.

SURVIVAL Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

SEVERABILITY If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

NOTE: THE ABOVE POLICIES OVERRIDE ANY POLICIES PREVIOUSLY ADVERTISED BY NOBELUS